

1 PET

2 Scott A. Flinders (6975)
3 HUTCHISON & STEFFEN, LLC
4 Peccole Professional Park
5 10080 West Alta Drive, Suite 200
6 Las Vegas, Nevada 89145
Telephone: 702-385-2500
Facsimile: 702-385-2086
sflinders@hutchlegal.com

7 *Attorneys for Defendant*
8 *American Family Insurance Company*

9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA

11 DAWN LYNN, individual

CASE NO.: 3:18-cv-00141

12 Plaintiff,

13 vs.

PETITION FOR REMOVAL

14
15 AMERICAN FAMILY MUTUAL
16 INSURANCE COMPANY; and DOES 1
through 10, and ROE Corporations I through
X, inclusive,

18 Defendants.

19 TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

20 Defendant AMERICAN FAMILY MUTUAL INSURANCE COMPANY petitions for
21 removal on the following grounds:

22 1. AMERICAN FAMILY MUTUAL INSURANCE COMPANY is a defendant in a
23 civil action commenced on March 1, 2018, and now pending in the Second Judicial District Court
24 of the County of Washoe, Nevada, entitled Dawn Lynn v. American Family Insurance Company,
25 Case No. CV18-00159.

26 2. True copies of the Summons and Complaint are attached hereto and made a part
27 hereof as exhibit A.

1 3. The date upon which AMERICAN FAMILY MUTUAL INSURANCE
2 COMPANY was served with a copy of the Summons and Complaint was on March 1, 2018, when
3 the Nevada Department of Business and Industry, Division of Insurance received a copy of the
4 Summons and Complaint on behalf of AMERICAN FAMILY INSURANCE COMPANY. This
5 Petition is timely filed within the thirty (30) day period for removal of this action to this Court as
6 required by 28 U.S.C. § 1446(b).

7
8 4. Plaintiff Dawn Lynn is a resident of Washoe County, Nevada.

9
10 5. Defendant AMERICAN FAMILY MUTUAL INSURANCE COMPANY is a
11 company organized and existing under the laws of the State of Wisconsin.

12 6. Complete diversity of citizenship exists between the parties to this action and the
13 amount in controversy is greater than \$75,000. As set forth in Plaintiff's Complaint, this is an
14 action for Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing and Breach
15 of the Unfair Practices Act. Consequently, Plaintiff is seeking punitive damages. The amount in
16 controversy is in excess of \$75,000.00, as demonstrated by the Complaint. This Court has
17 jurisdiction over this action under 28 U.S.C. § 1332, 28 U.S.C. § 1441(a), and 28 U.S.C. § 1446(a)
18 and (b).

19
20 7. Venue lies in the Northern Division of this Court under 28 U.S.C. §§ 1441(a),
21 1446(a) and Local Rule IA 8-1(a). This action was originally brought in the Second Judicial
22 District Court for the State of Nevada, Washoe County, and the events alleged in the Complaint
23 occurred in Washoe County, Nevada.

24
25 8. AMERICAN FAMILY MUTUAL INSURANCE COMPANY certifies that the
26 Notice of Removal and a copy of this Petition have been filed with the Clerk of the District Court
27 of the County of Washoe, Nevada, where the action was commenced.

1 WHEREFORE, AMERICAN FAMILY INSURANCE COMPANY requests that this action
2 be removed from the District Court of Washoe County, Nevada, to this Court.

3 DATED this 30 day of March, 2018.
4

5 HUTCHISON & STEFFEN, LLC
6

7 
8 Scott A. Flinders (6975)
9 Peccole Professional Park
10 10080 West Alta Drive, Suite 200
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Attorneys for Defendant

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN, LLC. and that on this 30th day of March, 2018, I caused the above and foregoing document entitled **PETITION FOR REMOVAL** to be served as follows:

- by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
 - pursuant to EDCR 7.26, to be sent **via facsimile**; and/or
 - to be hand-delivered;

to the attorney(s) listed below at the address and/or facsimile number indicated below:

Tamara Vannah, Esq.
GOLIGHTLY & VANNAH, PLLC
5555 Kietzke Lane, Ste. 150
Reno, Nevada 89511

Attorneys for Plaintiff

Cindy Simons
An employee of Hutchison & Steffen, LLC

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
1000 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145



Notice of Service of Process

null / ALL
Transmittal Number: 17855470
Date Processed: 03/06/2018

Primary Contact: Legal Department
American Family Mutual Insurance
6000 American Pkwy
Madison, WI 53783

Entity:	American Family Mutual Insurance Company Entity ID Number 3195323
Entity Served:	American Family Mutual Insurance Company, S.I.
Title of Action:	Dawn Lynn vs. American Family Mutual Insurance Company
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Washoe County District Court, Nevada
Case/Reference No:	CV18-00159
Jurisdiction Served:	Nevada
Date Served on CSC:	03/05/2018
Answer or Appearance Due:	20 Days
Originally Served On:	NV Division of Insurance on 03/01/2018
How Served:	Certified Mail
Sender Information:	Tamara Vannah 775-222-3333

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

BRIAN SANDOVAL
Governor

STATE OF NEVADA

C.J. MANTHE
Director

BARBARA D. RICHARDSON
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE
3300 West Sahara Avenue, Suite 275
Las Vegas, Nevada 89102-3200
(702) 486-4009 • Fax (702) 486-4007
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

March 2, 2018

American Family Mutual Insurance Company, S.I.
c/o CSC Services of Nevada, Inc.
2215 Renaissance Dr., Ste. B
Las Vegas, NV 89119-6727

RE: Dawn Lynn vs. American Family Mutual Insurance Company, et al.
District Court, Washoe County, Nevada
Case No. CV18-00159

Dear Sir or Madam:

Enclosed please find the following documents: Summons and Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on March 1, 2018.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

If you have any questions regarding this service, please advise.

Sincerely,

BARBARA D. RICHARDSON
Commissioner of Insurance

By:

A handwritten signature in black ink, appearing to read "Rhonda Kelly".

RHONDA KELLY
Service of Process Clerk

Enclosures

c: Tamara Vannah, Esq.

PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

American Family Mutual Insurance Company, S.I.
c/o CSC Services of Nevada, Inc.
2215 Renaissance Dr., Ste. B
Las Vegas, NV 89119-6727
CERTIFIED MAIL NO. 7016 3010 0000 0486 3067

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 2nd day of March, 2018.

Rhonda Kelly
RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Dawn Lynn vs. American Family Mutual Insurance Company, et al.
District Court, Washoe County, Nevada
Case No. CV18-00159



State of Nevada, Division of Insurance
This document on which this certificate
is stamped is a full, true and correct
copy of the original.

Date: 3/2/18 By: Brandi Cole

BRIAN SANDOVAL
Governor

STATE OF NEVADA

C.J. MANTHE
Director

BARBARA D. RICHARDSON
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE
3300 West Sahara Avenue, Suite 275
Las Vegas, Nevada 89102-3200
(702) 486-4009 • Fax (702) 486-4007
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

March 2, 2018

Tamara Vannah, Esq.
GOLIGHTLY & VANNAH, PLLC
5555 Kietzke Ln., Ste. 150
Reno, NV 89511

RE: Dawn Lynn vs. American Family Mutual Insurance Company, et al.
District Court, Washoe County, Nevada
Case No. CV18-00159

Dear Ms. Vannah:

The Division received the service of process documents on March 1, 2018, regarding the above-entitled matter. Service has been completed on American Family Mutual Insurance Company, S.I. this date and enclosed are the following:

1. A copy of our letter to American Family Mutual Insurance Company, S.I. dated March 2, 2018;
2. A certified copy of the Proof of Service dated March 2, 2018; and
3. Your receipt in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes (NRS)* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

If you have any questions regarding this service, please so advise.

Sincerely,

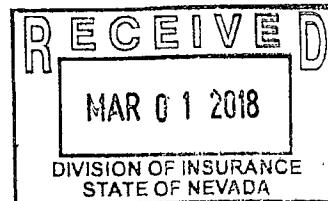
BARBARA D. RICHARDSON
Commissioner of Insurance

By:

A handwritten signature in black ink, appearing to read "Rhonda Kelly".
RHONDA KELLY
Service of Process Clerk

Enclosures

c: American Family Mutual Insurance Company, S.I.



COPY

1 CODE 4085

2 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
3 IN AND FOR THE COUNTY OF WASHOE

4 DAWN LYNN, an individual,

5 Plaintiff,

6 vs.

7 AMERICAN FAMILY MUTUAL INSURANCE
8 COMPANY; DOES I through X, inclusive, and
9 ROE CORPORATIONS I through X, inclusive,
Defendants.

CASE NO.: CV18-00159
DEPT NO.: D7

SUMMONS

10 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT
YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS.

11 READ THE INFORMATION BELOW VERY CAREFULLY.

12 TO THE DEFENDANT(S): A civil Complaint has been filed by the plaintiff against you for the
relief set forth in the Complaint.

13 AMERICAN FAMILY MUTUAL INSURANCE COMPANY

- 14 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you
exclusive of the day of service, you must do the following:
 - a. File with the Clerk of this Court, whose address is shown below, a formal written
response to the Complaint in accordance with the rules of the Court.
 - b. Serve a copy of your response upon the attorney whose name and address is shown
below.
- 15 2. Unless you respond, your default will be entered upon application of the plaintiff and this
Court may enter a judgment against you for the relief demanded in the Complaint, which
could result in the taking of money or property or other relief requested in the Complaint.
- 16 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so
that your response may be filed on time.
- 17 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board
members, commission members and legislators each have 45 days after service of this
summons within which to file an Answer or other responsive pleading to the Complaint.

18 Issued at direction of:

19 GOLIGHTLY & VANNAH

20 JACQUELINE BRYANT, CLERK OF COURT

21 *[Signature]* #172441

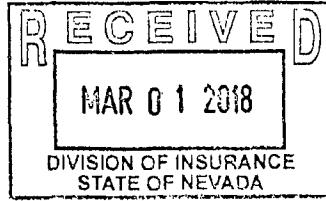
22 TAMARA VANNAH, ESQ.
Nevada Bar No.: 010661
5555 Kietzke Lane, Suite 150
Reno, Nevada 89511
Attorneys for Plaintiff

23 G. Vera

24 JAN 26 2018

25 DEPUTY CLERK
Second Judicial District Court
75 Court Street
Reno, Nevada 89501

Date



FILED
Electronically
CV18-00159
2018-01-19 02:44:35 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 6489857 : csulezic

1 COMP
2 TAMARA VANNAH, ESQ.
3 Nevada Bar No. 10661
4 ROBERT D. VANNAH, ESQ.
5 Nevada Bar No. 2503
6 GOLIGHTLY & VANNAH, PLLC
7 5555 Kietzke Lane, Suite 150
8 Reno, Nevada 89511
9 Telephone (775) 222-3333
10 Attorneys for Plaintiff

7 DISTRICT COURT
8

9 WASHOE COUNTY, NEVADA
10

GOLIGHTLY & VANNAH, PLLC
5555 Kietzke Lane, Suite 150, Reno, Nevada 89511
Telephone (775) 222-3333 . Facsimile (775) 420-4182

11 DAWN LYNN, individual,
12 Plaintiff,
13 v.
14 AMERICAN FAMILY MUTUAL INSURANCE
15 COMPANY; and DOES I through X, and ROE
16 Corporations I through X, inclusive,
17 Defendants.

CASE NO.:
DEPT NO.:

COMPLAINT

18 COMES NOW Plaintiff, DAWN LYNN, by and through her attorneys, ROBERT D.
19 VANNAH, ESQ., and TAMARA VANNAH, ESQ., of the law firm GOLIGHTLY & VANNAH,
20 and hereby complains and alleges as follows:

21 I.
22

23 IDENTIFICATION OF THE PARTIES

24 1. Where applicable, all matters set forth herein are incorporated by reference in the
various causes of action, which follow.

25 2. At all times mentioned herein, Plaintiff DAWN LYNN was, and is, a resident of the
County of Washoe, State of Nevada.

26
27 / / /
28

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1 3. Plaintiff is informed and believes, and thereon alleges, that Defendant AMERICAN
2 FAMILY MUTUAL INSURANCE COMPANY (hereinafter "AMERICAN FAMILY") at all times
3 herein mentioned, is an insurance company authorized to do business, and doing business in,
4 Washoe County, Nevada.

5 4. Plaintiff alleges that the DOE Defendant was and is liable to Plaintiff for benefits
6 under her auto liability policy of insurance and/ or responsible for evaluation of Plaintiff's
7 underinsured motorist claims.

8 5. The true names of DOES 1 through 10 and ROE CORPORATIONS 1 through 10, their
9 citizenship and capacities, whether individual, corporate, associate, partnership or otherwise, are
10 unknown to Plaintiff who therefore sue these Defendants by such fictitious names. Plaintiff is
11 informed and believes, and therefore alleges, that each of the Defendants, designated as DOES 1
12 through 10 and ROE CORPORATIONS 1 through 10, are or may be, legally responsible for the
13 events referred to in this action, and caused damages to the Plaintiff, as herein alleged, and
14 Plaintiff will ask leave of this Court to amend the Complaint to insert the true names and capacities
15 of such Defendants, when the same have been ascertained, and to join them in this action, together
16 with the proper charges and allegations.

17 6. ROE CORPORATIONS 1 through 10 are insurance companies, casualty
18 companies, corporations, or other business entities who wrote or participated in writing
19 AMERICAN FAMILY policy number 16077217-01, or who participated in the claim processing
20 and/or handling of Plaintiff's claims, as herein alleged.

21 7. DOES 1 through 10 are employers of Defendants and/or employers of named and/or
22 unnamed Defendants who may be liable in negligence generally, or pursuant to N.R.S. 41.130,
23 which states:

24 [e]xcept as otherwise provided in N.R.S. 41.745, whenever any person
25 shall suffer personal injury by wrongful act, neglect or default of another,
26 the person causing the injury is liable to the person injured for damages;

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5555 Kierke Lane, Suite 150, Reno, Nevada 89511
Telephone (775) 222-3333 • Facsimile (775) 420-4182

1 and where the person causing the injury is employed by another person or
2 corporation responsible for his conduct, that person or corporation so
responsible is liable to the person injured for damages.

3 8. Plaintiff alleges that the ROE CORPORATION Defendant is liable to Plaintiff for
4 benefits under her policy of insurance and/or responsible for evaluation of Plaintiff's claims.
5

6 **II.**
7

8 **GENERAL ALLEGATIONS**
9

10 9. Plaintiff's claims arise out of an automobile accident that occurred on January 13, 2016,
11 in Washoe County, Nevada, wherein Plaintiff was stopped at Baring Boulevard, waiting to safely
12 merge onto N. McCarran; while Plaintiff was waiting for the traffic to clear, Christina Wholey
13 slammed into the back of Plaintiff's vehicle.

14 10. Prior to January 13, 2016, Plaintiff purchased a policy of underinsured/uninsured
15 motorist insurance from AMERICAN FAMILY to cover her bodily injuries, in the amount of
\$100,000, along with medical payments coverage in the amount of \$10,000.

16 11. Plaintiff was severely injured as a result of the accident of January 13, 2016; specifically,
17 Plaintiff sustained injury to her cervical spine, at the C5-C6 and C6-C7 levels.

18 12. On February 22, 2017, Plaintiff sent a settlement demand to AMERICAN FAMILY,
19 outlining her past medical treatment and explaining that she was planning on having a 2-level fusion
20 in approximately June of 2017.

21 13. On February 28, 2017, AMERICAN FAMILY responded to Plaintiff requesting
22 additional medical records.

23 14. On March 14, 2017, AMERICAN FAMILY requested that Plaintiff sign a HIPAA-
compliant authorization and fill out a claimant fact sheet.

24 15. On April 4, 2017, Plaintiff complied with AMERICAN FAMILY'S request and sent it a
25 signed, HIPAA-compliant authorization, along with the completed claimant fact sheet.
26
27
28

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Telephone (775) 222-5333 Facsimile (775) 420-4182

1 16. On April 5, 2017, AMERICAN FAMILY confirmed receipt of Plaintiff's HIPAA-
2 compliant authorization and claimant fact sheet, and AMERICAN FAMILY indicated that it was in
3 the process of requesting medical records and billing.

4 17. On April 6, 2017, Plaintiff supplemented her settlement demand to AMERICAN
5 FAMILY by sending it additional records and medical billing.
6

7 18. On April 14, 2017, AMERICAN FAMILY stated that it was still waiting on medical
8 records that it had requested from Plaintiffs' various treating physicians. AMERICAN FAMILY
9 also requested that Plaintiff undergo an Independent Medical Exam (IME), prior to Plaintiff
10 undergoing surgery in June of 2017.

11 19. On April 26, 2017, Christina Wholey's liability bodily injury insurer, The Hartford,
12 agreed to tender the liability bodily injury policy limits of \$250,000 to Plaintiff.
13

14 20. On April 26, 2017, Plaintiff notified AMERICAN FAMILY that Christina Wholey's
15 bodily injury insurer agreed to tender policy limits. Plaintiff sent written confirmation of the
16 agreement and Christina Wholey's declaration page to AMERICAN FAMILY.

17 21. On May 2, 2017, AMERICAN FAMILY notified Plaintiff that it was working on
18 scheduling an IME for Plaintiff and that a coordinator would contact Plaintiff's counsel to discuss
19 dates for the IME exam to be completed.
20

21 22. On May 30, 2017, AMERICAN FAMILY scheduled an IME for Plaintiff with Dr. Dow.
22

23 23. On June 12, 2017, Plaintiff attended the IME with Dr. Dow.
24

25 24. On July 24, 2017, Plaintiff underwent a 2 level anterior cervical discectomy and fusion at
26 C5-C6 and C6-C7, performed by Dr. James Olson. On August 8, 2017, Plaintiff reported 90%
27 overall improvement of her symptoms to Dr. James Olson.
28

29 25. On August 7, 2017, AMERICAN FAMILY responded to Plaintiff's demand for tender of
her underinsured/uninsured motorist policy limits as follows: "After careful consideration to Ms.
Lynn's pre-existing multilevel cervical degenerative disc disease, of her complaints following the

motor vehicle accident in question, the findings of the IME, apportionment given of 60% pre-existing and 40% to the accident in question, consideration of the underlying settlement of \$250,000.00 and the medical expense coverage of \$10,000.00, we feel your client has been fully compensated. Regretfully, we are unable to extend any offer of settlement under the UIM coverage."

6 26. On September 18, 2017, Plaintiff sent updated billing to AMERICAN FAMILY, which
7 included the billing for her surgery, along with a letter from her employer confirming that Plaintiff
8 had indeed complained of neck pain and numbness in her hands to her employer, Henry Schein, a
9 distributor of medical and dental products, where Plaintiff had been employed as a Quality System
10 Coordinator for the past 20 years. Once again, Plaintiff asked AMERICAN FAMILY to tender to
11 her the underinsured/uninsured motorist policy limits of \$100,000.

12 27. On September 21, 2017, AMERICAN FAMILY responded to Plaintiff's September 18,
13
14 2017 letter, by requesting the medical records for Plaintiff's July 24, 2017 surgery.

15 28. On October 3, 2017, Plaintiff made her final demand to AMERICAN FAMILY, in which
16 she included the medical records/reports for her July 24, 2017 surgery.

17 29. On October 24, 2017, AMERICAN FAMILY responded to Plaintiff's final demand as
18 follows: "American Family Insurance has completed an additional review of the medical
19 documentation in which your office recently submitted. We feel your client has been fully
20 compensated with the underlying settlement she has received. We regret, we are unable to extend an
21 offer of settlement under her UIM coverage."
22

III.

FIRST CLAIM FOR RELIEF

BREACH OF CONTRACT

26 30. Plaintiff repeats and re-alleges each and every statement set forth in the above
27 Paragraphs as though each were set forth herein verbatim.

31. Defendant's failure to tender the policy limits as demanded and/or fairly evaluate

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Telephone (775) 222-3333 • Facsimile (775) 420-4182

1 Plaintiff's claim, arising from the automobile accident of January 13, 2016, was a material breach
2 of the insurance contract.

3 32. As a result of Defendant's breach of contract, Plaintiff has incurred compensatory or
4 expectation damages.

5 33. As a result of Defendant's breach of contract, Plaintiff has incurred foreseeable
6 consequential and incidental damages.
7

8 IV.

9 **SECOND CLAIM FOR RELIEF**

10 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
(BAD FAITH)**

11 34. Plaintiff repeats and re-alleges each and every statement set forth in the above
12 Paragraphs as though each were set forth herein verbatim.

13 35. Nevada law recognizes in every contract a covenant of good faith and fair dealing,
14 which is a promise that neither party will do anything which will injure the right of the other to
15 receive the benefits of the agreement.
16

17 36. Defendant breached this covenant of good faith and fair dealing by its refusal to pay
18 Plaintiff the policy limits as demanded and/or evaluate Plaintiff's claim, arising from the
19 automobile accident of January 13, 2016, as required under the policy of insurance.
20

21 37. Defendant's refusal to evaluate and/or pay Plaintiff's claim was done so in the absence
22 of a reasonable basis for denying such benefits under the policy, and was done with Defendant's
23 knowledge and/or reckless disregard of the lack of a reasonable basis for denying the claim.
24

25 38. Defendant further breached the covenant of good faith and fair dealing by its violation
26 of provisions of the Unfair Claims Practices Act (NRS 686A.310 et seq.), set out below; violation
27 of which was done with Defendant's actual and/or implied knowledge.
28

39. As a result of Defendant's breach of the covenant of good faith and fair dealing,

1 Plaintiff has incurred compensatory and expectation damages

2 40. Defendant's willful, wanton, malicious, reckless, oppressive, and/or fraudulent breach
3 of the covenant of good faith and fair dealing entitle Plaintiff to punitive damages.

V.

THIRD CLAIM FOR RELIEF

UNFAIR CLAIMS PRACTICES

8 41. Plaintiff repeats and re-alleges each and every statement set forth in the above
9 Paragraphs as though each were set forth herein verbatim.

42. Defendant failed to effectuate a prompt, fair and equitable settlement of claims in which its liability had become reasonably clear, as prohibited by NRS 686A.310(1)(e).

43. Defendant compelled Plaintiff to institute litigation to recover amounts due under the applicable insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by the Plaintiff, when the Plaintiff made claims for amounts reasonably similar to the amounts ultimately recovered, as prohibited by NRS 686A.310(1)(f).

17 44. Defendant failed to provide a prompt reasonable explanation to Plaintiff of Defendant's
18 basis in the insurance policy, with respect to the facts of the Plaintiff's claims and the applicable
19 law, for the denial of Plaintiff's claim or for an offer to settle or compromise Plaintiff's claim, as
20 prohibited by NRS 686.A310(1)(n).

22 45. Pursuant to NRS 686A.310(2), Defendant is liable for any damages sustained by
23 Plaintiff as a result of its violation of the above unfair claims practices, including damages for
24 benefits denied under the insurance policy, consequential damages, emotional distress, and
25 attorney's fees. Furthermore, Plaintiff is entitled to punitive damages as the above violations were
26 done with a conscious disregard for the rights of Plaintiff.

27 //
28 //

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendant as follows:

1. General and special damages in excess of \$10,000, according to proof at trial;
 2. Compensatory or expectation damages for denied policy benefits;
 3. Consequential damages, including emotional distress and attorney's fees, in excess of \$10,000;
 4. Punitive damages against Defendant, only, in excess of \$10,000;
 5. Costs of suit; and,
 6. Such other and further relief as this Court deems appropriate.

Dated this 19th day of January, 2018.

VANNAH & VANNAH

/s/ Tamara Vannah, Esq.
TAMARA VANNAH, ESQ.

GOLIGHTLY & VANNAH, PLLC
5555 Kietzke Lane, Suite 150, Reno, Nevada 89511
Telephone (775) 222-3333 • Facsimile (775) 420-4182

CERTIFIED MAIL®



7016 3010 0000 0486 3067

3813
STATE OF NEVADA
DIVISION OF INSURANCE
3300 W. Sahara Avenue, Suite 275
Las Vegas, Nevada 89102

AMERICAN FAMILY MUTUAL INS CO, S1
C/O CSC SERVICES OF NEVADA, INC
2215 RENAISSANCE DR STE B
LAS VEGAS NV 89119-6727